UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 0579

September Term, 2015

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JOSEPH JOHNSON, JR.

v.

XEROX EDUCATIONAL SOLUTIONS LLC, *et al.*

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Woodward,
Wright,
Friedman,

JJ.

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Opinion by Friedman, J.

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Filed: September 13, 2016

*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

## BACKGROUND

The United States District Court for the District of Columbia has summarized the background of Johnson's claims:

> Johnson was indicted for larceny and burglary on February 16, 1993 and given a suspended sentence on April 21, 1993. That same year he enrolled at the University of Maryland University College (UMUC). He obtained federally guaranteed loans, including Federal Family Education Loans, for the Fall 1993, Spring 1994, Fall 1994, Spring 1995, and Spring 1996 semesters. The loan application form did not ask about Johnson's criminal history, and he did not tell. While enrolled, Johnson took several courses offered by UMUC's paralegal studies program. On April 29, 1996 Johnson withdrew from UMUC because he was incarcerated, this time for forgery. In 2004, after his release from prison, Johnson consolidated his loans under the William D. Ford Federal Direct Loan Program [administered by the United States Department of Education].

*Johnson v. U.S. Dep't of Educ.*, 580 F. Supp. 2d 154, 155 (D.D.C. 2008) (internal citations omitted). In efforts to avoid repaying his student loans, Johnson has sued everyone involved under every conceivable theory. This suit is just the most recent installment. [1]

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[1] We cannot be certain that the following is a complete list of all of Johnson's efforts to avoid repayment of his debt: (1) *Johnson*, 580 F. Supp. 2d at 154; (2) *Johnson v. Duncan*, 746 F. Supp. 2d 163 (D.D.C. 2010); (3) *Johnson v. Affiliated Computer Servs., Inc.*, No. 3:10-CV-2333-B, 2011 WL 4011429 (N.D. Tex. Sept. 9, 2011) *aff'd* 500 Fed. App'x 265 (5th Cir. 2010) (per curiam); (4) *Johnson v. Xerox Educ. Solutions LLC aka ACS*, No. 050200145112012 (D. Ct. Prince George's Cnty. filed May 16, 2012) *aff'd Johnson v. Xerox Educ. Solutions LLC*, No. 436, September Term, 2013 (unreported opinion) (filed May 22, 2014); (5) *Johnson v. Sallie Mae, Inc.*, No. CAL11-05792 (Cir. Ct. Prince George's Cnty. filed March 7, 2011); (6) *Johnson v. Sallie Mae, Inc.*, No 050200443282010 (D. Ct. Prince George's Cnty. filed December 2, 2010) *aff'd Johnson v. Sallie Mae, Inc.*, No. CAL11-13184 (Cir. Ct. Prince George's Cnty. filed May 25, 2011); (7) *Johnson v. United States*, 105 Fed. Cl. 85 (Ct. Fed. Cl. 2012); (continued…)

This particular iteration was filed against a collection of loan service companies, including Affiliated Computer Services ("ACS"),[2] in the District Court of Maryland for Prince George's County. Johnson claimed that his debts were discharged when ACS cashed his check in the amount of $12,390 with its memo marked: "Payment in Full, Accord and Satisfaction of Account #[Redact]361." Johnson considered this payment in full of his student debt, which at that time totaled approximately $35,556.58.

ACS removed the case to the Circuit Court for Prince George's County. The parties filed cross motions for summary judgment, which required the trial court to determine whether there had been an accord and satisfaction. Finding there was no accord and satisfaction, the court denied Johnson's motion and granted ACS's. Johnson noted this appeal.

**ANALYSIS**

Johnson borrowed money and refuses to repay it. And, as part of his efforts to avoid repaying the money he owes, he files lawsuits. And he files lawsuits. And then he files more lawsuits. He is undeterred in this filing by the fact that the defenses that he raises to

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(8) *Johnson v. Xerox Educ. Solutions LLC*, No. 050200025722014 (D. Ct. Prince George's Cnty. filed February 11, 2014); (9) *Johnson v. Premiere Credit of N. Am., LLC*, No. 050200077212014 (D. Ct. Prince George's Cnty. filed July 14, 2014).

[2] For purposes of this opinion, ACS includes Xerox Education Solutions, LLC, Xerox Corporation, and Xerox Business Solutions

his repayment obligation are frivolous. He is undeterred by the fact that courts have already rejected these same defenses. He just keeps filing more lawsuits.[3]

It is certain that over the long course of Johnson's serial litigation over this same debt that the issues raised in the current litigation have been litigated before and should be precluded by principles of *res judicata*. All of the cases (most of which are listed in footnote 1), in all of the courts, against all of the defendants, with all of the theories, however, makes unraveling the threads difficult and doing so would not result in the time savings that *res judicata* is supposed to (and in most cases does) promote. Therefore, as tempting as it is, we will decline to resolve this case on principles of *res judicata* and move instead to the merits of the case.

Maybe during the first week of Johnson's paralegal studies program at UMUC they taught him about the doctrine of accord and satisfaction. However he learned of the doctrine, he tried to use it to his advantage. He sent a letter in which he wrote, among other things, "accord and satisfaction" and sent a check for $12,390, which also contained the legend "accord and satisfaction" to ACS. ACS promptly deposited the check.[4] Now, Johnson cries "accord and satisfaction" and demands that his remaining debt be cancelled.

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[3] It may be possible to detect a tone of frustration in this Opinion. In trying to avoid a debt honestly acquired, Johnson has squandered far more than his share of the public resource that is this and other courts.

[4] ACS disputes some of these facts, denying, for example, that Johnson sent a check or that ACS cashed it. We do not need to resolve those disputes to resolve this case.

That's not how this works. As Judge Deborah S. Eyler explained for this Court in *Wickman v. Kane*, for the doctrine of accord and satisfaction to apply, three elements must exist:

> 1) that a dispute arose between the parties about the existence or extent of liability; 2) that, after the dispute arose, the parties entered into an agreement to compromise and settle the dispute by the payment by one party of a sum greater than that which he admits he owes and the acceptance by the other party of a sum less than that which he claims is due; and 3) that the parties performed that agreement.

136 Md. App. 554, 561 (2001). As to the first element, "the dispute [must be] bona fide: that is, the dispute [must be] asserted in good faith and the subject matter [must be] reasonably doubtful." *Id.* at 561-62. Judge Eyler explained that the reason for this requirement is that an accord and satisfaction is, in effect, a new contract and must be supported by new consideration. *Id.* at 562-63. If there is no real dispute about the existence of the debt or its amount, the creditor has received no consideration in exchange for compromising the amount of the debt.

Here, Johnson's protestations to the contrary notwithstanding, there was no genuine good faith dispute: Johnson owed the money. That issue—to the extent it ever existed—had already been resolved by the District Court of Maryland for Prince George's County in Johnson's 2012 suit against Xerox. *See Johnson v. Experian Info. Sols., Inc.*, No. PWG-15-558, 2015 WL 7769502, at *6 (D. Md. Nov. 17, 2015) (explaining that, although the District Court of Maryland for Prince George's County did not issue a written opinion, it resolved the issue of whether Johnson's debt was genuinely in dispute against Johnson).

And, because there was no good faith dispute for Johnson to compromise, ACS received no consideration for accepting less than the full amount of the debt. ACS, therefore, was entitled to keep Johnson's $12,390 and apply it as partial payment towards Johnson's debt.

Because there was no accord and satisfaction, the rest of the counts of Johnson's lawsuit must also fail.[5] Therefore, we hold that the circuit court did not err in granting summary judgment to ACS.

**JUDGMENT OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY AFFIRMED. COSTS TO BE PAID BY APPELLANT.**

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[5] Johnson's claims for breach of contract, negligence, tortious interference, defamation/libel, intentional infliction of emotional distress, and unjust enrichment necessarily depend on a finding that there was an accord and satisfaction that ACS failed to recognize. As we have held that there was no accord and satisfaction, all of these other claims fall as well. Finally, Johnson brought a claim pursuant to the "Maryland Fair Credit Reporting Act," which Johnson concedes does not exist. That claim too must fail.